

**IN THE UNITED STATE DISTRICT COURT FOR
THE NORTHERN DISTRICT OF TEXAS**

1) HORIZON CABLE SERVICE, INC.)	
)	
Plaintiff,)	
)	
v.)	Case No.
)	
1) A BETTER FABRICATION LLC,)	
)	
Defendant.)	

COMPLAINT

Plaintiff, Horizon Cable (“Horizon”), by and through its undersigned counsel, for its claims against the Defendant, A Better Fabrication, LLC (“Fabrication”), alleges and states as follows:

SUMMARY

1. Horizon is an Oklahoma company which sells wire rope and related products and services to the oil and gas and manufacturing industries in interstate commerce in Oklahoma, Texas, Kansas, Wyoming, North Dakota, and New Mexico.

2. Horizon contracted with Fabrication for the construction of a custom “Tong Tester.” and Fabrication has failed to construct the “Tong Testers.” A tong tester is a piece of equipment that tests to see if a power tong unit is meeting the correct torque requirements to make or break connections on tubing and/or casing pipe. After the test is complete, the tong tester will then provide those torque specifications onto a graph. Fabrication has failed to produce the “Tong Tester.”

PARTIES

3. Horizon is an Oklahoma corporation with a principal place of business in Canadian County, Oklahoma.

4. Fabrication is a Texas Limited Liability Company with a principal place of business in Weatherford, Texas.

JURISDICTION AND VENUE

5. Horizon and Fabrication are diverse parties and the amount in controversy exceeds \$75,000.00. Jurisdiction is proper pursuant to 28 U.S.C. 1332.

6. Venue is proper under 28 U.S.C. § 1391(b).

RELEVANT FACTS

7. In June of 2019 Horizon Began discussions with Fabrication for the construction of a custom built “Tong Tester.” Members of Horizon visited the Fabrication facility and were given a tour and shown other projects Fabrication was constructing.

8. Horizon and Fabrication exchanged specifications for the custom-built machine and were quoted a price of \$170,000.00 before sales tax. Horizon was to pay for the custom-built machine in installments. Fabrication generated a formal invoice with the terms of the sale and wiring instructions.

9. The invoice and discussions called for the project to be completed “6-8 weeks”.

10. Horizon has paid two installments of \$60,491.67 to Fabrication on July 10, 2019, and on August 14, 2019, pursuant to the contract. Fabrication produced an “Invoice” on July 31, 2019, reflecting these two payments and that the final installment was expected

to be paid during the week of September 16, 2019 “during onsite training.” A copy of the invoices is attached as Exhibit 1.

11. Fabrication did not complete the project and began making excuses that the delay in construction was for circumstances beyond its control.

12. Although not required by the contract, Horizon made a third payment of \$16,666.67 on March 4, 2020. This payment was requested by Fabrication and agreed to by Horizon in the hope that the payment would help facilitate the completion of the project.

13. Fabrication did not complete the project, instead offering up additional excuses and eventually refusing to provide any proposed date for completion of the project.

14. Fabrication has breached the contract between the parties by failing to deliver the “Tong Tester.”

CLAIM I: BREACH OF CONTRACT

15. Plaintiff Horizon re-alleges and restates all the allegations in Paragraphs 1 through 10.

16. Fabrication has breached its contract with Horizon. Horizon has sustained damages in the amount of \$137,650.01.

WHEREFORE, Horizon demands judgment against Fabrication, in an amount of \$137,650.01 for compensatory damages, plus interest, costs, attorney’s fees, and all other relief which the court deems just and equitable.

Respectfully submitted,

/s/ Joshua S. Turner

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Jury Trial Demanded